IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re U.S. Patent Application of FEB 2 2 1999

Shimon Gruper et al.

Serial No. 08/937,883

Filed: September 25, 1997

For: Software Application Environment

Group Art Unit: 2785

Examiner: Unassigned

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

FAX RECEIVED

FEB 2 4 1999

Assistant Commissioner of Patents Washington, D.C. 20231

Aladdin Knowledge Systems Ltd. certifies that it is the assigned interest in the patent application identified by virtue of either:

A.	[]	An assignment from the inventor(s) of the patent application identified above.
		The assignment was recorded in the Patent and Trademark Office at Reel
		Frame

OR

- B. [X] A chain of title from the inventor(s), of the patent application identified above, to the current assignee as shown below:
 - 1) November 19, 1997 assignment of all right, title and interest in the above referenced patent application from inventors to Eliashim Ltd.; and
 - 2) assignment of all right, title and interest in the above referenced patent application from Eliashim Ltd. to Aladdin Knowledge Systems Ltd.
 - [X] Copies of assignments or other documents in the chain of title are attached.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, in the best of the undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I hereby declare that all statements made herein are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge the willful false statements, and the like so made, are punishable by fine or imprisonment, or both under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

ALADDIN KNOWLEDÆSYSTÉMS LTD.

Date: 3.2.99

Signature: _

By: YANKI MARGALIT

Title: President & CEO

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UNITED STATES

ASSIGNMENT

WHEREAS, the below named inventors, ASSIGNORS, have made a certain new and useful invention in:

SOFTWARE APPLICATION ENVIRONMENT

for which a patent application was filed on STAX FREE 1997 and received serial No. 08/937,833, and WHEREAS, Eliashim Ltd., an Israel company having a place of business pate 2709 Haashlag Street, Haifa 31250, Israel, ASSIGNEE, is desirous of obtaining the entire right, title and interest in, to and under the said invention and the said application:

THEREFORE, in consideration of the sum of One Dollar (\$1.00) to us in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said ASSIGNORS, have sold, assigned, transferred and set over, and by these presents do hereby sell, assign, transfer and set the said ASSIGNEE, its representatives and assigns, the entire right, title and interest to and under the said invention, and the said United States and all divisions, renewals and thereof, and all Patents of the United States which may be granted thereon and all reissues and extensions thereof, and all applications for industrial property protection, including, without limitation, all applications for patents, utility models and designs which may hereafter be filed for said invention in any country or countries foreign to the United States, together with the right to file such applications and the right to claim for the same the priority rights derived from said United States application under the patent Laws of the United States, Industrial Convention for the Protection of Property, or any other International agreement or the domestic laws of the country in which any such application is filed, may be applicable; and all forms of industrial property protection, including, without limitation, patents, utility models, inventor's certificates and designs which may be granted for said invention in any country or countries foreign to the United States and all extensions, renewals and reissues thereof.

ASSIGNORS authorize and request the Commissioner of Patents and Trademarks of the United States, and any Official of any country or countries foreign to the United States, whose duty it is to issue patents or other evidence or forms of industrial property protection on applications as aforesaid, to issue the same to the said ASSIGNEE, its successors, legal representatives and assigns, in accordance with the terms of this instrument.

AND ASSIGNORS covenant and agree that they have full right to convey the entire interest herein assigned, and have not executed, and will not execute, any agreement in conflict

herewith.

AND ASSIGNORS further covenant and agree that they will communicate to the said ASSIGNEE, its successors, legal representatives and assigns, any facts known respecting said invention, and testify in any legal proceeding, sign all lawful papers, execute all divisional, continuing, reissue and foreign applications, make all rightful oaths, and generally do everything possible to aid the said ASSIGNEE, its successors, legal representatives and assigns, to obtain and enforce proper protection for said invention in all countries.

Full name of first inventor: Shimon GRUPER
Inventor's signature Date / Date / Date
Residence: Kiryat Haim, Israel Citizenship: Israel Post Office address: 17 Hanoter Street, Kiryat Haim 26307, Israel
Full name of second joint inventor: Nicky PAPPO
Inventor's signature Date
Residence: Haifa, Israel Citizenship: Israel Post Office Address: 4 David Assaf Street, Haifa 34760, Israel
Inventor's signature Date Date
Residence: Haifa, Israel Citizenship: Israel Post Office Address: 14 Arolozerov Street, Haifa 33136, Israel
Full name of fourth joint inventor: Eyal ZOHAR
Inventor's signature Date Date
Inventor's signature Date Date Date
Full name of fifth joint inventor: Sergey KORABELNIKOV
Inventor's signature
Residence: Haifa, Israel Citizenship: Israel Post Office Address: 14/6 Boola Street, Haifa 32811, Israel

Patent Assignment

Whereas Shimon Gruper, Nicky Pappo, Leonid Kogan, Eyal Zohar and Sergey Korabelikov had assigned to EliaShim Ltd., of 22 Ha'Ashlag St., Haifa, Israel, ("Assignor"), on November, 19, 1997, their entire right, title and interest in, to and under the invention of Software Application Environment for which a patent application was filed on September, 25, 1997, and received serial No. 08/937,933, and Whereas Assignor desire to assign it's entire right, title and interest in, to and under the said invention and the said application and in any letters of Patent which may issue thereon to Aladdin Knowledge Systems Ltd., of 15 Beit Oved St., Tel Aviv, Israel ("Assignee"):

Now, therefore, in consideration delivered by Assignee to Assignor, according to that certain Sale and Purchase of Assets Agreement, dated December, 8th, 1998, the receipt and sufficiency of which is hereby acknowledged by the Assignor, Assignor do hereby sell, assign, and transfer to Assignee, its successors and assigns, the entire and exclusive right, title and interest in and to said invention and any improvements thereon for all countries of the world, and in and to said Untied States patent application, including any continuations, continuations in part and divisions thereof, and any substitute applications therefor, and including the right to claim priority under the International Convention based on said application, and any patent which may issue thereon, and any reissues of the same; and all right, title and interest in and to every patent application filed or to be filed on said invention in any other country, including renewals, revivals, continuations and divisions thereof, and any substitue application thereof, and any and all patents which may issue thereon, and any reissues and extensions of the same;

and Assignor hereby authorize and request competent authorities to grant and issue any and all patents on said invention to the said **Aladdin Knowledge Systems Ltd.** as the assignee of the entire interest therein; and Assignor further agree to execute upon request of the Assignee such additional documents. if any, as are necessary and proper to secure patent protection on said invention throughout all countries of the world, and to otherwise give full effect to and perfect the rights of the Assignee under this Assignment.

In Testimony Whereof, Assignor has caused this Assignment to be signed by its duly authorized officer on the date first written above.

By: Shimon Gruper

Title: Director & CEO